

TERMS AND CONDITIONS

United Parcel Service in its own territory and jointly through interchange with its affiliates ("UPS") is engaged in the international transportation of small packages in UPS Worldwide Express Service. Each package shall be considered a separate and distinct shipment.

Commodities Handled and Restrictions upon Service

UPS offers transportation of general commodities, as usually defined, subject to the following restrictions:

- No service shall be rendered in the transportation of, and shippers are prohibited from shipping Articles of Unusual Value (as defined in the UPS Tariff/Terms and Conditions of Service). Packages having a value of more than \$500.00 (U.S.) or \$500 (U.S.) for packages containing jewelry (not including costume jewelry) or packages shipped via a UPS Drop Box - are prohibited from being shipped and will not be accepted for transportation.
- The maximum value or declared value per package is \$500.00 (U.S.) except for international packages containing jewelry (not including costume jewelry) or packages shipped via a UPS Drop Box, in which case the maximum value or declared value per package is \$500 (U.S.). UPS's maximum liability per package that does not exceed \$500.00 (U.S.) except for international packages containing jewelry (not including costume jewelry) or packages shipped via a UPS Drop Box, in which case UPS's maximum liability shall not exceed \$500 (U.S.) per package, regardless of the value in excess of the maximum.
- Refer to the applicable UPS Rate and Service Guide for weight and size restrictions.
- No service shall be rendered in the transportation of any of the prohibited articles listed in the applicable UPS Tariff/Terms and Conditions of Service or UPS Rate and Service Guide.
- UPS does not provide a protective service for the transportation of perishable commodities or of commodities requiring protection from heat or cold. Such commodities will be accepted for transportation solely at the shipper's risk for any damage arising from the perishable nature of the items.

Prohibited by Law

No service shall be rendered by UPS in the transportation of any shipment which is prohibited by law or regulation of any federal, state, provincial, or local government in the origin or destination countries.

Right of Inspection

UPS reserves the right in its sole discretion to open and inspect any package tendered to it, but it is not required to do so.

Refusal of Service

UPS reserves the right to refuse to provide service, for any reason, for any package which by reason of the dangerous or other character of its contents may be, in the sole judgment of UPS, lost, tampered, or otherwise damage other packages or UPS's equipment, or which is improperly or incorrectly packed or wrapped.

Packages must be so packed or wrapped as to meet UPS's published standards related thereto set forth in the UPS Tariff/Terms and Conditions, at UPS.com, and as to pass the tests set forth in the International Safe Transit Association Procedure 3-A. Any tested product must be free from damage and the packaging must afford adequate protection as determined by UPS in its sole judgment.

In addition, UPS reserves the right to refuse to provide service for any package, or to refuse any location, or to provide alternative service arrangements, when, among other reasons, UPS, in its sole judgment, deems that it is unsafe or economically or operationally impracticable to provide service.

Services Not Provided

C.O.D., Call Tag, and Delivery Confirmation services are not provided for international shipments.

Provisions for Customs Clearance

The shipper must provide all required documentation for customs clearance. By providing required documentation for customs clearance, the shipper certifies that all statements and information related to exportation and importation are complete, true and correct. Furthermore, the shipper understands that civil and criminal penalties, including forfeiture and sale may be imposed for failing to provide all required documentation, statements, and information, for making inaccurate, false or fraudulent statements, or for the violation of U.S. laws on importation and exportation (see e.g., 18 U.S.C. 305, 18 U.S.C. § 545, 554 and 1001, 19 U.S.C. § 1595a and 1592, 22 U.S.C. § 401, and Subchapter C of 15 CFR. (The Export Administration Regulations)).

When a shipment is tendered to the carrier, the carrier is thereby appointed as the agent for performance of customs clearance, to the extent allowed by law. The carrier is required, as the normal consignee, for the purpose of designating a customs broker to perform customs clearance. Local authorities may require documentation confirming that the carrier has been designated as the normal consignee.

Fines, penalties, liquidated damages, storage charges, or other expenses incurred as a result of action by U.S. Customs and Border Protection (or any other U.S. or foreign government agency regulating imports or exports) or failure by the shipper or consignee to provide all required documentation, statements, and information (including the failure to obtain a required license or permit) will be charged to the consignee along with any applicable duty and tax. However, the shipper is liable for all charges in the event of non-payment by the consignee. The shipper agrees to indemnify, defend, and hold harmless UPS, its parent corporation, and affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from any and all claims or liability, including, but not limited to, duties, fines, penalties, liquidated damages or other money due, arising from the transportation, importation, exportation or clearance of the shipment, or the failure of the shipper or consignee to provide all required documentation, statements, and information applicable to the shipment, or to the consignee, applicable to the shipment. The carrier provides brokerage service through UPS Supply Chain Solutions/SM brokerage offices designated by UPS for handling small package routine customs clearance of Express and Expedited shipments at no additional charge. Additional charges may apply for complex customs clearance procedures which include, but are not limited to, the following:

Clearance procedures involving a government agency other than U.S. Customs and Border Protection

Customs Bonds

Drawbacks

Formal entries involving more than five tariff lines

Live Entries

Country of Origin Marking

Temporary Import Bonds (T.I.B.)

UPS is under no obligation, unless the customer requests in writing and UPS agrees in writing, to undertake any pre- or post- importation action, including, but not limited to, obtaining a drawback, filing of liquidation, filing protest or filing petition for relief.

If a Shipper's Export Declaration (S.E.D.) is required and an Automated Export System (AES) transaction number is not recorded on the export documents provided to the shipper evidencing such filing, UPS will electronically file the required export information on behalf of the shipper provided all required information is supplied on the UPS Waybill or other export documentation, and UPS receives proper authorization to facilitate export. A processing fee, set forth in the UPS Rates applicable to shipment in effect at the time of shipping, will be assessed and added to the shipping charge.

The shipper agrees to certify that UPS may preserve a record of carriage for an international shipment using means other than producing a copy of the Shipping Document.

Correction of Address

If UPS is unable to deliver a package as addressed by the shipper, or if the package has an incorrect or incomplete address (examples include, but are not limited to, P.O. Boxes, missing suite or apartment numbers, old addresses, and missing/incorrect postal codes), UPS will make reasonable efforts to be determined in its sole discretion, to secure the correct or complete address. If the address is incorrect or incomplete for the purpose of completing delivery, and may be corrected by UPS, if the correct or complete address is secured and found to be in the same destination country, UPS, at its sole discretion, will attempt delivery and the shipper will be provided with the correct or complete address in order to update its internal records. An additional charge will be assessed for an address correction.

Postal Code and Telephone Number

The consignee's postal code, telephone number, and contact name are essential information. To ensure prompt delivery, always include postal code, telephone number, and contact name on the UPS Air Shipping Document.

Shipper Release

For domestic shipments, a shipper may request that UPS release a package on the first delivery attempt. Shipper Release will be provided by UPS subject to the terms and conditions of the applicable UPS Rate and Service Guide in effect at the time of shipment. When Shipper Release is selected, the shipper acknowledges and agrees that UPS will make only one delivery attempt, that a signature will not be obtained upon delivery, and that a UPS delivery Return showing a complete Shipper Release delivery shall be conclusive proof that delivery was completed. Shipper Release is provided solely at the shipper's risk of loss or damage arising from this use of the package. UPS and UPS will not be liable to shipper or third parties for any damages arising from the release of the package. Shipper Release service is not available for packages with a value of more than \$999.00 (U.S.).

Interruption of Service

UPS shall not be liable for any interruption of service due to causes beyond UPS's control, including, but not limited to, the unavailability or refusal of a person to accept delivery of the shipment; acts of God; acts of public authorities acting with actual or apparent authority; acts or omissions of customs or similar authorities; insufficient information provided by a customer; Hazardous Materials Manual; and/or any other factors, the application of security regulations imposed by the government or otherwise applicable to the shipment; a government agency holds, strikes/strikes or other labor disputes; civil unrest; disruptions of any kind in air or ground transportation networks; and natural disasters.

Special Handling of Undeliverable Packages

Domestic packages refused by consignees, or which for any other reason cannot be delivered, will be returned to the shipper at the shipper's expense. A package returned to the shipper after delivery is subject to applicable charges. UPS will not be liable for any claim for loss or damage to a package delivered by the shipper on return.

International shipments refused by consignees, or which for any other reason cannot be delivered, will be held and UPS will attempt to contact the shipper for further instructions. Packages refused by consignees, or which for any other reason cannot be delivered, will be held and UPS will attempt to contact the shipper for further instructions. Packages refused by consignees, or which for any other reason cannot be delivered, will be held and UPS will attempt to contact the shipper for further instructions. Packages refused by consignees, or which for any other reason cannot be delivered, will be held and UPS will attempt to contact the shipper for further instructions.

Rates

The effective rates are the UPS Rates published in the effective UPS Rate and Service Guide for the service selected by the shipper, which apply to the shipper and the package and are in effect at the time of shipment, plus any additional charges or rates for nonstandard service, additional or non-standard packaging, and other additional charges referenced in the UPS Tariff/Terms and Conditions of Service, or the effective UPS Rate and Service Guide, or those applicable additional rates set up by any customized contracts. To determine the amount of any charge for UPS service, consult the effective UPS Rates, available at UPS.com or call 1-800-PICK-UPS (1-800-742-8874).

Additional Handling Charges

Additional Handling Charges in the effective UPS Rates applicable to the shipper and the package and in effect at the time of shipment will be assessed for the transportation of the following: any article that is contained in an outside shipping container and is not a piece of furniture or a piece of equipment, such as a barrel drum, pallet, tire, that is not fully encased in a corrugated cardboard shipping container; and any packages with the longest side exceeding 60 inches in length, longer than 10 inches in width, or longer than 10 inches in height. Additional Handling Charges will be assessed for the transportation of Large Packages. UPS reserves the right to assess the Additional Handling Charge for any package that, in UPS's sole discretion, requires special handling. Additional Handling Charges do not apply to international shipments.

Large Package

A package is considered a "Large Package" when its length plus girth (2 x width + 2 x height) combined exceeds 130 inches (330cm), but does not exceed the maximum UPS size of 165 inches (419cm) in length. Large Packages are subject to a minimum bubble wrap of 30 pounds (40 kg). An Additional Handling charge will not be assessed when a Large Package Shipper's Label is applied.

Payment for Service

The shipper is responsible for all applicable charges. UPS reserves the right to bill for charges based on the characteristics of, and services requested for, packages actually tendered to UPS. UPS reserves the right to assert invoices to verify service selected, package or shipment weight, applicability of any discounts, and to make any other adjustments. Payment for services is due at the time of shipment. Payment for services is due at the time of shipment. Payment for services is due at the time of shipment.

Service Guarantee

UPS guarantees on-schedule delivery of all UPS Worldwide Express and UPS Next Day Air Service shipments, where such services are available. This guarantee is provided according to the terms of the applicable UPS Service Guarantee in the effective UPS Rate and Service Guide. Contact UPS at 1-800-PICK-UPS or access UPS.com for complete guarantee terms and conditions, and times of transit details.

Responsibility for Loss or Damage

UPS's liability for loss or damage to each domestic package or international shipment is limited to a value of \$100. Unless a greater value is recorded in the declared value field on appropriate for the UPS shipping system used, the shipper agrees that the released value of each domestic package or international shipment shall be the value recorded in the declared value field on appropriate for the UPS shipping system used. The shipper agrees that the released value of each domestic package or international shipment shall be the value recorded in the declared value field on appropriate for the UPS shipping system used. The shipper agrees that the released value of each domestic package or international shipment shall be the value recorded in the declared value field on appropriate for the UPS shipping system used. The shipper agrees that the released value of each domestic package or international shipment shall be the value recorded in the declared value field on appropriate for the UPS shipping system used.

All shipments are subject to the terms and conditions contained in the UPS Tariff/Terms and Conditions of Service, the UPS Rate and Service Guide (maintained at UPS offices and at UPS.com) in effect at the time of shipment, and the UPS service document for each package. In the event of any conflict between the terms and conditions of the UPS Tariff/Terms and Conditions of Service, the UPS Rate and Service Guide, and the UPS service document for each package, the terms and conditions of the UPS Tariff/Terms and Conditions of Service shall prevail.

THE RULES RELATING TO LIABILITY ESTABLISHED BY THE WARSAW CONVENTION AND ANY AMENDMENTS THERETO SHALL APPLY TO THE INTERNATIONAL CARRIAGE OF PASSENGERS, BAGGAGE AND GOODS BY AIR.